

STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

MARIO SAIKHON, INC.)	
)	
Respondent,)	Case Nos. 75-CE-3-I, et.al.
)	
and)	
)	
UNITED FARM WORKERS OF)	
AMERICA, AFL-CIO,)	10 ALRB No. 36
)	(5 ALRB No. 44)
Charging Party.)	
)	

SUPPLEMENTAL DECISION AND ORDER

On October 5, 1983, Administrative Law Judge (ALJ) Stuart A. Wein issued the attached Supplemental Decision and Recommended Order in this proceeding. Thereafter, Respondent filed exceptions to the proposed Supplemental Decision and Order along with a supporting brief and General Counsel filed a reply brief.

Pursuant to the provisions of Labor Code section 1146,^{1/} the Agricultural Labor Relations Board (ALRB or Board) has delegated its authority in this matter to a three-member panel .

The Board has considered the record and the attached Supplemental Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions^{2/}

^{1/}All section references are to the California Labor Code unless otherwise specified.

^{2/}Under the facts and circumstances of the instant case, we adopt the ALJ's method of calculating the backpay amount due to discriminatees Enrique Rodriguez, Canelario Sanchez, and

of the ALJ and to adopt his recommended Order as modified herein.

An initial compliance hearing was held in late 1982, to determine the amount of backpay due to discriminatees in the above-referenced case. The Board's decision in that case issued in September 1983. (Mario Saikhon, Inc. (1983) 9 ALRB No. 50.) The hearing in the instant matter was conducted to determine the amount of backpay Respondent owed to fourteen discriminatees whose whereabouts were unknown at the time of the first compliance hearing. Each of the discriminatees was a member of Tony Montejano's crew, and issues concerning methodology of calculation of their gross backpay, the applicable interest rate, and other procedural and substantive matters were litigated in the earlier compliance proceeding and reviewed by the Board.

We find no merit in Respondent's contention that discriminatees Jorge de la Rosa and Abelardo Rodriguez^{3/} did not make reasonable efforts to find interim employment. Respondent did not meet its burden of proving that the discriminatees failed to mitigate their losses.

We reject Respondent's contention that the backpay award of discriminatee Ignacio Contreras should be dismissed

(Fn.2 cont.)

Enrique Barriga Castillo. The parties stipulated to a 20 percent reduction of gross backpay as interim earnings. We note that the limited, six-week, backpay period was approximately eight years before the supplemental backpay proceeding. In addition, the three discriminatees agreed with the stipulation. As such, the 20 percent figure can be viewed as stipulated testimony.

^{3/} Respondent's exceptions brief erroneously refers to a Mr. Garcia when discussing Abelardo Rodriguez¹ efforts to seek interim work.

because he did not attend the supplemental backpay proceeding. At the time of the instant hearing, Mr. Contreras could not be located. The ALJ recommended that an escrow account be established for him in the amount of his gross backpay less any interim earnings known to the General Counsel, as reflected in the Third Amended Specification. Respondent's reliance on NLRB v. Mastro Plastics (2nd Cir. 1965) 354 F.2d 170 [60 LRRM 2578] is misplaced. In that case, the Court approved the national board's practice of requiring payment of the gross backpay figure into an escrow account when a discriminatee cannot be located.

We adopt the ALJ's recommendation that an escrow account be established. However, recognizing the highly mobile nature of agricultural workers (See Seabreeze Berry Farms (1980) 7 ALRB No. 40) and the attendant difficulty in locating missing discriminatees, we will order Respondent to place the discriminatee's backpay amount in escrow with the Regional Director for a period of up to two years from the date of this Supplemental Decision. The escrow fund shall be returned to Respondent after two years unless the Regional Director petitions the Board to extend the period based upon a showing that reasonable grounds exist to believe that the missing discriminatee will be located.

Respondent argues that it was denied its constitutional guarantees of due process by not being afforded an opportunity to question the discriminatees prior to the hearing. We find no merit in this argument.

The National Labor Relations Board (NLRB) has adopted

a policy of not allowing a respondent to question discriminatees concerning their interim earnings or search for employment since this type of interrogation is demoralizing and should, instead, be conducted within the procedural safeguards of an administrative hearing. (See NLRB Casehandling Manual, § 10634.) We find the same policy considerations applicable to California agricultural employees. Respondent was given a full opportunity to subpoena and call the discriminatees as witnesses in the backpay hearing.

Finally, Respondent excepts to the ALJ ' s recommended Order insofar as it requires that interest be computed in accordance with our Decision in Lu-Ette Farms , Inc . (1982) 8 ALRB No. 55; see Sandrini Brothers v. ALRB (1984) 156 Cal.App.3d 878 . In that Decision, we considered and rejected the arguments which Respondent raises here. We therefore dismiss this exception. In addition, our Order herein reflects interest rates in conformance with our Decision in Verde Produce Company, Inc. (1984) 10 ALRB No. 35.

ORDER

Pursuant to Labor Code section 1160.3, the Agricultural Labor Relations Board (Board) hereby orders that Respondent Mario Saikhon, Inc., its officers, agents, successors, and assigns, shall pay to each of the employees, whose names are listed below, the backpay amount listed next to his name, plus interest on each amount computed at the rate of seven (7) percent per annum until the date of issuance of this Order, and thereafter interest to be computed in accordance with the Board's Decision and Order in Lu-Ette Farms, Inc., supra:

Ramon Bravo	\$ 851.56
Ernesto Ozuna	\$1,392.89
Cosme Soto	\$ 924.94
Jose Arredondo Meza	\$1,193.35
Gabriel Valasquez	\$1,532.94
Enrique Barriga Barrera	\$1,425.67
Enrique Rodriguez	\$1,424.35
Canelario Sanchez	\$1,424.35
Enrique Barriga Castillo	\$1,424.35
Jorge De La Rosa	\$1,713.75
Abelardo Rodriguez	\$2,824.69

Respondent Mario Saikhon, Inc., its officers, agents, successors, and assigns shall further pay to the Regional Director (El Centro Region) the sum of \$1,128.62 plus interest as provided above to be held in an escrow account on behalf of Ignacio Contreras pursuant to the provisions of this Decision.

Dated: August 7, 1984

JOHN P. McCARTHY, Acting Chairman

JEROME R. WALDIE, Member

PATRICK W. HENNING, Member

CASE SUMMARY

Mario Saikhon, Inc.
(UFW)

10 ALRB No. 36
Case No. 75-CE-3-I,
(5 ALRB No. 44)

ALJ DECISION

A supplemental compliance proceeding was held to determine the amount of backpay owed by Respondent to fourteen discriminatees who could not be located at the time of the initial compliance hearing. (See Mario Saikhon, Inc. (1983) 9 ALRB No. 50.) Based on stipulations by the parties for eleven of the discriminatees, the IHE calculated the net backpay due to them. The IHE also awarded backpay for the entire backpay period to the two discriminatees who testified and recommended that an escrow account be established for the one missing discriminatee.

BOARD DECISION

The Board rejected Respondent's contention that discriminatees Jorge de la Rosa and Abelardo Rodriguez did not make reasonable efforts to find interim employment. The Board also adopted the ALJ's recommendation that an escrow account be established for missing discriminatee Ignacio Contreras. However, the Board lengthened the period for the escrow account to two years. Finally, the Board adopted the NLRB's policy of not allowing respondents to question discriminatees about their interim earnings or search for interim employment outside the confines of an administrative hearing.

* * *

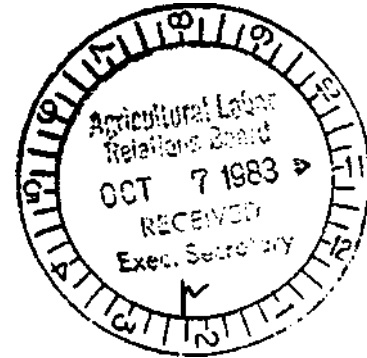
This Case Summary is furnished for information only and is not an official statement of the case, or of the ALRB.

* * *

STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

In the Matter of:)
)
MARIO SAIKHON, INC.,)
)
Respondent,)
)
and)
)
UNITED FARM WORKERS)
OF AMERICA, AFL-CIO,)
)
Charging Party.)
_____)

Case Nos. 75-CE-3-I, et al.
(5 ALRB No. 44)



Appearances:

Jose Antonio Barbosa, Esq.
of El Centro, California
for the General Counsel

Charley M. Stoll, Esq.
Alan Saxe, Esq.
of Merrill, Schultz, Hersh & Stoll
of Newport Beach, California
for the Respondent

Before: Stuart A. Wein
Administrative Law Judge

SUPPLEMENTAL DECISION OF THE ADMINISTRATIVE LAW JUDGE

STATEMENT OF THE CASE

STUART A. WEIN, Administrative Law Judge:

A hearing was held before me on 9 August 1983 to determine the amount of backpay owed by the Respondent to fourteen (14)^{1/} discriminatees whose whereabouts were unknown at the time of the first compliance hearing in the above-referenced case.^{2/} Each of the discriminatees was a member of Tony Montejano's crew on 27 January 1976, and, as such, has had litigated at the earlier compliance hearing issues re the methodology of calculation of gross backpay, applicable interest rate, and other procedural and substantive matters pending before the Board at the time of the instant proceeding. The focal point of this later litigation was to determine the extent of interim earnings, if any, of the previously missing discriminatees, or other factors of mitigation which might affect Respondent's liability.^{3/}

1. Ramon Bravo, Ernesto Ozuna, Cosme Soto, Jose Arredondo Meza, Gabriel Velasquez, Enrique Barriga Barrera, Carlos Madrigal Rodriguez, Carlos Marquez Rodriguez, Enrique Rodriguez, Canelario Sanchez, Enrique Barriga Castillo, Jorge De La Rosa, Abelardo Rodriguez Garcia, and Ignacio Contreras.

2. The first compliance hearing was held before Administrative Law Judge Beverly Axelrod between 23 November and 14 December 1981. The letter's decision issued on 6 May 1982. The Board affirmed ALJ Axelrod's treatment of the Montejano crew by its decision of 2 September 1983 (9 ALRB No. 50).

3. Certain mathematical and other revisions were incorporated into General Counsel's Third Amended Backpay Specification issued 12 July 1983 (GCX 1.6), which in reality constituted a reissuance of the Second Amended Specification admitted into evidence in the first compliance hearing.

All parties were given a full opportunity to participate in the proceedings,^{4/} and General Counsel and Respondent filed post-hearing briefs. Upon the entire record, including my observation of the demeanor of the witnesses, and after consideration of the briefs filed by the parties, I make the following:

FINDINGS

A. STIPULATION

By stipulation of General Counsel and Respondent (the only parties to attend the hearing), agreement was reached with respect to the following discriminatees:

1. Ramon Bravo, Ernesto Ozuna, Cosme Soto: The interim earnings reflected in the Third Amended Specification (GCX 1.6) for these discriminatees are the accurate total of same.

2. Jose Arredondo Meza: The backpay period runs from 12 December 1975 to 26 January 1976. Mr. Meza had the following

4. At the prehearing, Respondent moved to dismiss and/or continue the second compliance hearing on the ground that General Counsel had not made the discriminatees available for inquiry as to their interim earnings pursuant to the recommendation of ALJ Axelrod. (9 ALRB No. 50, supra, ALJD, P. 35.) I denied Respondent's motion on the ground that General Counsel had fully cooperated in sharing with Respondent's counsel all available information regarding mitigation, and that Respondent would have the opportunity to examine the discriminatees at hearing. As Respondent utilized such opportunity, I find no prejudice by General Counsel's decision not to permit "pre-hearing" interviews with the discriminatees. Further, I have found no authority for the proposition that Respondent has an absolute right to examine witnesses prior to the hearing. (Cf. Maywood Company, Inc. (1980) 251 NLRB 979; Medicine Bow Coal Company (1978) 217 NLRB 931 (no right to prehearing discovery); and also J. H. Rutter-Rex Manufacturing Company (1971) 194 NLRB 19 (employer motion to dismiss for lack of discovery denied).) The NLRB Casehandling Manual (Part III, section 10634) specifically rejects such prehearing interview.

interim earnings at D'Arrigo Brothers:

For the week ending 19 December 1975: \$180.55.

For the week ending 27 December 1975: \$ 57.39.

For the week ending 03 January 1976: \$108.24.

For the week ending 10 January 1976: \$ 97.91.

For the week ending 17 January 1976: \$171.53.

For the week ending 24 January 1976: \$195.56.

For the week ending 31 January 1976: \$163.64

3. Gabriel Velasquez: During the interim period,^{5/} Mr. Velasquez worked 4-5 days with labor contractor Willie Morales and earned \$175.00. He also worked for Leandro Gomez for 2-3 days and earned \$67.50.

4. Enrique Barriga Barrera: During the interim period,^{6/} Mr. Barrera worked for D'Arrigo Brothers for one week and earned \$149.77. He also worked for a labor contractor whose name he could not recall and earned \$200 over a one-week period.

5. Carlos Madrigal Rodriguez: Mr. Rodriguez was physically injured throughout the entire backpay period and was unable to work. His claim for backpay has been withdrawn.

6. Carlos Marquez Rodriguez: Mr. Rodriguez worked in Respondent's Crew No. 3 during the entire backpay period. His backpay claim has also been withdrawn.

7. Enrique Rodriguez, Canelario Sanchez, Enrique Barriga Castillo: The parties have agreed that twenty percent (20%) of the

5. 18 December 1975 through 26 January 1976.

6. 18 December 1975 through 26 January 1976.

gross backpay^{7/} due each discriminatee is the best approximation of their respective interim earnings.

B. TESTIFYING DISCRIMINATEES

No agreement could be reached re the status of two discriminatees for whom no interim earnings have been conceded.^{8/}

1. Jorge De La Rosa

a. Facts

Mr. De La Rosa has been working for Respondent for some ten years -- 8-9 months per year. While he had no specific recollection of the relevant period of unemployment in the instant case (December 1975-January 1976), he normally sought work by going to Imperial Avenue in Calexico where all the buses parked, to the "hole" or to the companies' fields (naming Bud Antle). He denied doing any non-agricultural work, or taking any vacation other than Christmas Day during the pertinent period.

b. Analysis and Conclusions

The burden of proof is upon the Respondent to show interim earnings which offset gross backpay. (O. P. Murphy Produce Co., Inc. (1982) 8 ALRB No. 54.) Additionally, the Respondent must prove by a preponderance of the evidence that the discriminatee failed to mitigate his/her losses by not making a reasonable effort to seek interim employees. (S & F Growers (1979) 5 ALRB No. 50; Phelps Dodge Corp. v. N.L.R.B. (1941) 313 U.S. 177 [8 LRRM 439].) I find that Mr. De La Rosa's general efforts to seek interim work

7. Twenty percent of \$1,775.44 or \$351.09.

8. With the exception of one day's earnings (5 January 1976 -- \$61.69) for Jorge De La Rosa. (See GCX 1.6.)

during the periods he was unemployed to be reasonable in the agricultural context. His faulty recollection re the six-week period in question I find to be insufficient to sustain Respondent's burden to prove a failure to mitigate. Unlike the situation in N.L.R.B. v. Avon Convalescent Centers (6th Cir. 1977) 549 F.2d 1080),^{9/} there is no evidence on this record that the discriminatee sought only better jobs or failed to apply for comparable work within his geographical area. Nor is there any evidence that the discriminatee was skilled in other than agricultural employment. I thus recommend that Mr. De La Rosa be awarded backpay for the entire period.

2. Abelardo Rodriguez

a. Facts

Mr. Rodriguez worked for Respondent for some nine years, obtaining work at Bruce Church, and with labor contractor Juan Chavez during certain periods he was unemployed. While he had a vague recollection of the backpay period in question in the instant proceeding, he could only generally recall seeking work by going to where the buses^{10/} were parked and going to the "hole" (in Calxico). He could not recall finding work during this time, denied going to the EDO for a job referral, or taking a vacation during the Christmas season.

9. See Respondent's Brief, p. 7.

10. He named Bud Antle, Bruce Church, Sun Harvest, Mario Saikhon and Admiral Packing.

b. Analysis and Conclusions

I find Mr. Rodriguez' typical efforts to seek interim work – although his memory re the period in question was murky – to be reasonably diligent under the circumstances. I do not find it particularly curious that he was unable to specifically recollect his activities during the six-week period which occurred nearly eight years prior to this hearing. Nor would any apparent failure to apply to the EDD for job referral be determinative of the mitigation issue. (See Southern Silk Mills (1956) 116 NLRB 769; N.L.R.B. v. Mercy Peninsula Ambulance Service (9th Cir. 1979) 589 F.2d 1014.) I therefore recommend that Mr. Rodriguez be awarded backpay for the entire interim period (December 18, 1975 – January 26, 1976).

C. MISSING DISCRIMINATEE (Ignacio Contreras)

At the time of the (second) compliance hearing, the whereabouts of discriminatee Ignacio Contreras were still unknown to General Counsel. I denied General Counsel's request to establish an escrow account for Mr. Contreras on the ground that that issue was presently before the Board. It appears, however, that the Board has deferred ruling on this matter pending resolution of the second compliance proceeding. (See 9 ALRB No. 50, supra, p. 13.) In accordance with NLRB precedent, I shall recommend that Respondent place in escrow with the Regional Director for a period of one year the amount of gross backpay less any interim earnings known to the General Counsel.^{11/} Under the circumstances of this case,

11. The net backpay owing Mr. Contreras reflected in the Third Amended Specification (GCX 1.6) is \$1,128.62. (See Appendix A-12.)

including the length of time that it has been in litigation, and the fact that Respondent bears the burden as to diminution of backpay, I believe that an award of backpay in the amount reflected in General Counsel's Third Amended Specification should be made at this time. (See Mastro Plastics Corporation (1962) 136 NLRB 1342, enforced in relevant part (2d Cir. 1965) 354 F.2d 170.) However, Respondent should be afforded a reasonable opportunity to examine this discriminatee before the awarded backpay is turned over to him. Accordingly, I would recommend that the Regional Director be instructed to hold in escrow the amount of backpay awarded. Thereafter, the Regional Director should make suitable arrangements^{12/} to afford the Respondent, together with the General Counsel's representative, an opportunity to examine the discriminatee as to his interim earnings and activities. The Regional Director shall make a determination whether any interim earnings or other amounts, in excess of those shown herein, are properly deductible from Mr. Contreras' backpay award under existing Board precedent. Where so determined, the Regional Director shall make such deductions and return the amounts deducted to the Respondent. I recommend that the Regional Director be further instructed to report to the Board when these matters have been finally resolved, and in any event no later than one year from the date of the Board's supplemental decision and order. In the event

12. It might be helpful for the parties to mutually prepare a questionnaire for the discriminatee to complete in order to list all relevant data re interim earnings and other mitigation factors in order to avoid the necessity and concomitant expense of a further formal compliance hearing.

that Mr. Contreras is not located at the end of one year, the General Counsel may petition the Board to extend the period for another year. If he remains missing after the latter period, said sums held in escrow shall be returned to Respondent, without extinguishing Respondent's obligation to the discriminatee. (See Woonsocket Health Center (1981) 263 NLRB No. 179; Carter of California, Inc. dba Carter's Rental (1980) 250 NLRB 344.)

D. THE CALCULATIONS

I have attached as Appendices A-1 to A-12 summaries of the pertinent backpay period, gross backpay, interim earnings, and net backpay owing for each discriminatee. As the Board has approved the ALJ's methodology at the initial compliance proceeding, I have adopted same en toto,^{13/} modifying the computations as indicated in General Counsel's Third Amended Specification. Where weekly interim earnings have been provided (e.g., Jose Arredondo Meza, Enrique Barriga Barrera),^{14/} I have averaged the totals on a daily basis, adjusting same for the work period at Respondent. For Gabriel Velasquez, I have averaged earnings of \$175.00 for the period 12 January through 16 January and \$67.50 for the period 19 January through 20 January. With respect to the three discriminatees for whom interim earnings have been estimated at twenty percent, I have simply calculated a twenty percent set-off for the entire backpay

13. As the interim earnings have been averaged daily and fairly adjusted to coincide with the days worked at Respondent — e.g., no assignation of interim earnings was made for Mr. Meza on January 1, an expected Holiday, — I find nothing punitive in this methodology. (See High and Mighty Farms (1982) 8 ALRB No. 100.)

14. For the latter, I have attributed the earnings to the weeks ending 17 January and 24 January.

period. (See Appendices A-1 through A-12.)

RECOMMENDED ORDER

Pursuant to Labor Code section 1160.3, the Agricultural Labor Relations Board (Board) hereby orders that Respondent Mario Saikhon, Inc., its officers, agents, successors, and assign's, shall pay to each of the employees, whose names are listed below, the backpay amount listed next to his name, plus interest on each amount computed at the rate of seven (7) percent per annum until the date that the Superior Court of Imperial County may decide to modify its order in Case No. 2675, November 9, 1981, to change the interest rate from seven percent per annum to the formula for calculating interest set forth in Lu-Ette Farms, Inc. (1982) 8 ALRB No. 55, and thereafter at rates determined in accordance with the Board's Decision and Order in Lu-Ette Farms, Inc., supra: ^{15/}

Ramon Bravo	\$ 851.56
Ernesto Ozuna	\$1,392.89
Cosme Soto	\$ 924.94
Jose Arredondo Meza	\$1,193.35
Gabriel Valasquez	\$1,532.94
Enrique Barriga Barrera	\$1,425.67
Enrique Rodriguez	\$1,424.35
Canelario Sanchez	\$1,424.35
Enrique Barrera Castillo	\$1,424.35
Jorge De La Rosa	\$1,713.75
Abelardo Rodriguez	\$2,824.69

15. See 9 ALRB No. 50, supra, pp. 13-16.

Respondent Mario Saikhon, Inc., its officers, agents, successors, and assigns shall further pay to the Regional Director (El Centro Region) the sum of \$1,128.62 plus interest as provided above to be held in an escrow account on behalf of Ignacio Contreras pursuant to the provisions of the foregoing decision.

DATED: October 5, 1983

A handwritten signature in cursive script, reading "Stuart A. Wein", is written over a solid horizontal line.

STUART A. WEIN
Administrative Law Judge

APPENDIX A-1

RAMON BRAVO

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$ 64.97
12/19	60.59		60.59
12/20	56.94		56.94
12/21			
12/22	60.59		60.59
12/23	50.74		50.74
12/24	68.62		68.62
12/25			
12/26	91.62		91.62
12/27	68.99		68.99
12/28			
12/29	46.36		46.36
12/30	71.91		71.91
12/31	94.17		94.17
01/01			
01/02	44.90	48.18	0.00
01/03	52.56	50.74	1.82
01/04			
01/05	61.69	61.69	0.00
01/06	41.61	39.42	2.19
01/07	47.45	41.25	6.20
01/08	37.60	36.50	1.10
01/09	33.22	40.52	0.00
01/10	35.04	36.14	0.00
01/11			
01/12	44.53		44.53
01/13	43.80	48.18	0.00
01/14	71.91	73.37	0.00
01/15	36.87	39.42	0.00
01/16	39.06	40.15	0.00
01/17	25.92	33.95	0.00
01/18			
01/19	74.46	74.83	0.00
01/20	44.17	53.66	0.00
01/21	82.49	90.52	0.00
01/22	64.61	83.59	0.00
01/23	45.99	41.25	4.74
01/24	56.58	64.61	0.00
01/25			
01/26	<u>55.48</u>	<u> </u>	<u>55.48</u>
TOTAL	\$1,775.44	\$997.97	\$851.56

APPENDIX A-2

ERNESTO OZUNA

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$ 64.97
12/19	60.59		60.59
12/20	56.94		56.94
12/21			
12/22	60.59		60.59
12/23	50.74		50.74
12/24	68.62		68.62
12/25			
12/26	91.62		91.62
12/27	68.99		68.99
12/28			
12/29	46.36		46.36
12/30	71.91		71.91
12/31	94.17		94.17
01/01			
01/02	44.90		44.90
01/03	52.56		52.56
01/04			
01/05	61.69	55.85	5.84
01/06	41.61	37.60	4.01
01/07	47.45	36.87	10.58
01/08	37.60	37.60	0.00
01/09	33.22	32.12	1.10
01/10	35.04	32.85	2.19
01/11			
01/12	44.53	40.52	4.01
01/13	43.80	47.45	0.00
01/14	71.91	65.34	6.57
01/15	36.87		36.87
01/16	39.06		39.06
01/17	25.92		25.92
01/18			
01/19	74.46		74.46
01/20	44.17		44.17
01/21	82.49		82.49
01/22	64.61		64.61
01/23	45.99		45.99
01/24	56.58		56.58
01/25			
01/26	55.48		55.48
TOTAL	\$1,775.44	\$386.20	\$1,392.89

APPENDIX A-3

COSME SOTO

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$ 64.97
12/19	60.59		60.59
12/20	56.94		56.94
12/21			
12/22	60.59		60.59
12/23	50.74		50.74
12/24	68.62		68.62
12/25			
12/26	91.62		91.62
12/27	68.99		68.99
12/28			
12/29	46.36		46.36
12/30	71.91		71.91
12/31	94.17		94.17
01/01			
01/02	44.90		44.90
01/03	52.56	50.74	1.82
01/04			
01/05	61.69	61.69	0.00
01/06	41.61	39.42	2.19
01/07	47.45	41.25	6.20
01/08	37.60	36.50	1.10
01/09	33.22	40.52	0.00
01/10	35.04	36.14	0.00
01/11			
01/12	44.53	48.91	0.00
01/13	43.80	48.18	0.00
01/14	71.91		71.91
01/15	36.87	39.42	0.00
01/16	39.06	40.15	0.00
01/17	25.92	33.95	0.00
01/18			
01/19	74.46	74.83	0.00
01/20	44.17	53.66	0.00
01/21	82.49	90.52	0.00
01/22	64.61	83.59	0.00
01/23	45.99	41.25	4.74
01/24	56.58		56.58
01/25			
01/26	<u>55.48</u>	<u>66.07</u>	<u>0.00</u>
TOTAL	\$1,775.44	\$926.79	\$924.94

APPENDIX A-4

JOSE ARREDONDO MEZA

Backpay Period: 12-12-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/12	\$ 56.21	\$ 0.00	\$ 56.21
12/13	47.82	30.09	17.73
12/14			
12/15	56.58		
12/16	54.02	30.09	26.49
12/17	39.06	30.09	23.93
12/18	64.97	30.09	8.97
12/19	60.59	30.09	34.08
12/20	56.94	30.10	30.49
12/21		9.56	47.38
12/22	60.59		
12/23	50.74	9.56	51.03
12/24	68.62	9.56	41.18
12/25		9.57	59.05
12/26	91.62		
12/27	68.99	9.57	82.05
12/28		9.57	59.42
12/29	46.36		
12/30	71.91	21.64	24.72
12/31	94.17	21.65	50.26
01/01		21.65	72.52
01/02	44.90		
01/03	52.56	21.65	23.25
01/04		21.65	30.91
01/05	61.69		
01/06	41.61	16.31	45.38
01/07	47.45	16.32	25.29
01/08	37.60	16.32	31.13
01/09	33.22	16.32	21.28
01/10	35.04	16.32	16.90
01/11		16.32	18.72
01/12	44.53	28.58	15.95
01/13	43.80	28.59	15.21
01/14	71.91	28.59	43.32
01/15	36.87	28.59	8.28
01/16	39.06	28.59	10.47
01/17	25.92	28.59	0.00
01/18			
01/19	74.46	32.59	41.87
01/20	44.17	32.59	11.58
01/21	82.49	32.59	49.90
01/22	64.61	32.59	32.02
01/23	45.99	32.60	13.39
01/24	56.58	32.60	23.98

(Appendix A-4, Continued)

01/25			
01/26	<u>55.48</u>	<u>27.27</u>	<u>28.21</u>
TOTAL	\$2,029.13	\$838.45	\$1,193.35

APPENDIX A-5

GABRIEL VELASQUEZ

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$ 64.97
12/19	60.59		60.59
12/20	56.94		56.94
12/21			
12/22	60.59		60.59
12/23	50.74		50.74
12/24	68.62		68.62
12/25			
12/26	91.62		91.62
12/27	68.99		68.99
12/28			
12/29	46.36		46.36
12/30	71.91		71.91
12/31	94.17		94.17
01/01			
01/02	44.90		44.90
01/03	52.56		52.56
01/04			
01/05	61.69		61.69
01/06	41.61		41.61
01/07	47.45		47.45
01/08	37.60		37.60
01/09	33.22		33.22
01/10	35.04		35.04
01/11			
01/12	44.53	35.00	9.53
01/13	43.80	35.00	8.80
01/14	71.91	35.00	36.91
01/15	36.87	35.00	1.87
01/16	39.06	35.00	4.06
01/17	25.92		25.92
01/18			
01/19	74.46	33.75	40.71
01/20	44.17	33.75	10.42
01/21	82.49		82.49
01/22	64.61		64.61
01/23	45.99		45.99
01/24	56.58		56.58
01/25			
01/26	<u>55.48</u>	<u> </u>	<u>55.48</u>
TOTAL	\$1,775.44	\$242.50	\$1,532.94

APPENDIX A-6

ENRIQUE BARRIGO BARRERA

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$ 64.97
12/19	60.59		60.59
12/20	56.94		56.94
12/21			
12/22	60.59		60.59
12/23	50.74		50.74
12/24	68.62		68.62
12/25			
12/26	91.62		91.62
12/27	68.99		68.99
12/28			
12/29	46.36		46.36
12/30	71.91		71.91
12/31	94.17		94.17
01/01			
01/02	44.90		44.90
01/03	52.56		52.56
01/04			
01/05	61.69		61.69
01/06	41.61		41.61
01/07	47.45		47.45
01/08	37.60		37.60
01/09	33.22		33.22
01/10	35.04		35.04
01/11			
01/12	44.53	24.96	19.57
01/13	43.80	24.96	18.84
01/14	71.91	24.96	46.95
01/15	36.87	24.96	11.91
01/16	39.06	24.96	14.10
01/17	25.92	24.97	.95
01/18			
01/19	74.46	33.33	41.13
01/20	44.17	33.33	10.84
01/21	82.49	33.33	49.16
01/22	64.61	33.33	31.28
01/23	45.99	33.34	12.65
01/24	56.58	33.34	23.24
01/25			
01/26	<u>55.48</u>	<u> </u>	<u>55.48</u>
TOTAL	\$1,775.44	\$349.77	\$1,425.67

APPENDIX A-7

ENRIQUE RODRIGUEZ

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$
12/19	60.59		
12/20	56.94		
12/21			
12/22	60.59		
12/23	50.74		
12/24	68.62		
12/25			
12/26	91.62		
12/27	68.99		
12/28			
12/29	46.36		
12/30	71.91		
12/31	94.17		
01/01			
01/02	44.90	(20%)	
01/03	52.56		
01/04			
01/05	61.69		
01/06	41.61		
01/07	47.45		
01/08	37.60		
01/09	33.22		
01/10	35.04		
01/11			
01/12	44.53		
01/13	43.80		
01/14	71.91		
01/15	36.87		
01/16	39.06		
01/17	25.92		
01/18			
01/19	74.46		
01/20	44.17		
01/21	82.49		
01/22	64.61		
01/23	45.99		
01/24	56.58		
01/25			
01/26	<u>55.48</u>	<u> </u>	<u> </u>
TOTAL	\$1,775.44	\$351.09	\$1,424.35

APPENDIX A-8

CANELARIO SANCHEZ

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		
12/19	60.59		
12/20	56.94		
12/21			
12/22	60.59		
12/23	50.74		
12/24	68.62		
12/25			
12/26	91.62		
12/27	68.99		
12/28			
12/29	46.36		
12/30	71.91		
12/31	94.17		
01/01			
01/02	44.90	(20%)	
01/03	52.56		
01/04			
01/05	61.69		
01/06	41.61		
01/07	47.45		
01/08	37.60		
01/09	33.22		
01/10	35.04		
01/11			
01/12	44.53		
01/13	43.80		
01/14	71.91		
01/15	36.87		
01/16	39.06		
01/17	25.92		
01/18			
01/19	74.46		
01/20	44.17		
01/21	82.49		
01/22	64.61		
01/23	45.99		
01/24	56.58		
01/25			
01/26	55.48		
TOTAL	\$1,775.44	\$351.09	\$1,424.35

APPENDIX A-9

ENRIQUE BARRERA CASTILLO

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		
12/19	60.59		\$
12/20	56.94		
12/21			
12/22	60.59		
12/23	50.74		
12/24	68.62		
12/25			
12/26	91.62		
12/27	68.99		
12/28			
12/29	46.36		
12/30	71.91		
12/31	94.17		
01/01			
01/02	44.90	(20%)	
01/03	52.56		
01/04			
01/05	61.69		
01/06	41.61		
01/07	47.45		
01/08	37.60		
01/09	33.22		
01/10	35.04		
01/11			
01/12	44.53		
01/13	43.80		
01/14	71.91		
01/15	36.87		
01/16	39.06		
01/17	25.92		
01/18			
01/19	74.46		
01/20	44.17		
01/21	82.49		
01/22	64.61		
01/23	45.99		
01/24	56.58		
01/25			
01/26	55.48		
TOTAL	<u>\$1,775.44</u>	<u>\$351.09</u>	<u>\$1,424.35</u>

APPENDIX A-10

JORGE DE LA ROSA

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$ 64.97
12/19	60.59		60.59
12/20	56.94		56.94
12/21			
12/22	60.59		60.59
12/23	50.74		50.74
12/24	68.62		68.62
12/25			
12/26	91.62		91.62
12/27	68.99		68.99
12/28			
12/29	46.36		46.36
12/30	71.91		71.91
12/31	94.17		94.17
01/01			
01/02	44.90		44.90
01/03	52.56		52.56
01/04			
01/05	61.69	61.69	0.00
01/06	41.61		41.61
01/07	47.45		47.45
01/08	37.60		37.60
01/09	33.22		33.22
01/10	35.04		35.04
01/11			
01/12	44.53		44.53
01/13	43.80		43.80
01/14	71.91		71.91
01/15	36.87		36.87
01/16	39.06		39.06
01/17	25.92		25.92
01/18			
01/19	74.46		74.46
01/20	44.17		44.17
01/21	82.49		82.49
01/22	64.61		64.61
01/23	45.99		45.99
01/24	56.58		56.58
01/25			
01/26	<u>55.48</u>	<u> </u>	<u>55.48</u>
TOTAL	\$1,775.44	\$ 61.69	\$1,713.75

APPENDIX A-11

ABELARDO RODRIGUEZ

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 88.02		\$ 88.02
12/19	82.43		82.43
12/20	72.44		72.44
12/21			
12/22	82.04		82.04
12/23	70.80		70.80
12/24	96.08		96.08
12/25			
12/26	120.38		120.38
12/27	96.12		96.12
12/28			
12/29	64.71		64.71
12/30	97.83		97.83
12/31	119.75		119.75
01/01			
01/02	70.58		70.58
01/03	88.35		88.35
01/04			
01/05	124.04		124.04
01/06	78.86		78.86
01/07	73.92		73.92
01/08	72.53		72.53
01/09	62.69		62.69
01/10	57.57		57.57
01/11			
01/12	75.17		75.17
01/13	70.86		70.86
01/14	124.68		124.68
01/15	69.53		69.53
01/16	67.29		67.29
01/17	48.03		48.03
01/18			
01/19	179.70		179.70
01/20	81.65		81.65
01/21	129.12		129.12
01/22	105.98		105.98
01/23	62.63		62.63
01/24	90.90		90.90
01/25			
01/26	<u>100.01</u>	<u> </u>	<u>100.01</u>
TOTAL	\$2,824.69	\$ 0.00	\$2,824.69

APPENDIX A-12

IGNACIO CONTRERAS

Backpay Period: 12-18-75 - 1-26-76

<u>DATE</u>	<u>GROSS WAGES</u>	<u>INTERIM EARNINGS</u>	<u>NET BACKPAY</u>
12/18	\$ 64.97		\$ 64.97
12/19	60.59		60.59
12/20	56.94		56.94
12/21			
12/22	60.59		60.59
12/23	50.74		50.74
12/24	68.62		68.62
12/25			
12/26	91.62		91.62
12/27	68.99		68.99
12/28			
12/29	46.36		46.36
12/30	71.91		71.91
12/31	94.17		94.17
01/01			44.90
01/02	44.90		52.56
01/03	52.56		
01/04			
01/05	61.69		61.69
01/06	41.61		41.61
01/07	47.45		47.45
01/08	37.60	36.50	1.10
01/09	33.22	40.52	0.00
01/10	35.04	36.14	0.00
01/11			
01/12	44.53	48.91	0.00
01/13	43.80	48.18	0.00
01/14	71.91	73.37	0.00
01/15	36.87	39.42	0.00
01/16	39.06	40.15	0.00
01/17	25.92	33.95	
01/18			
01/19	74.46		74.46
01/20	44.17	53.66	0.00
01/21	82.49	90.52	0.00
01/22	64.61		64.61
01/23	45.99	41.25	4.74
01/24	56.58	64.61	0.00
01/25			
01/26	<u>55.48</u>	<u>66.07</u>	<u>0.00</u>
TOTAL	\$1,775.44	\$713.20	\$1,128.62